

Honorable Robert D. Drain  
Docket Number 05-44481 (RDD)  
United States Bankruptcy Judge - Southern District of NY  
One Bowling Green  
New York, NY 10004 -1408

FAX 914-390-4073

Subject: my objection to the June 1, 2009 Master Disposition Agreement, Article 9.5.11

I am writing to object to the 2009 Master Disposition Agreement, Article 9.5.11 because it violates the contract signed by Delphi HR Manager David Jones, and agreed to with my signature on 12/1/2008 with this purpose.

*Or about RRS*

*"This Release of Claims constitutes the entire and only understanding between Delphi and me regarding my separation. If any provision or portion of this Release of Claims is held unenforceable or invalid, all remaining provisions of this Release of Claims remain in full force and effect."*

My early retirement was forced when GM Moraine Assembly Plant was closed and my position was ended; at 60 years of age Delphi chose not to relocate me. In context, much of Dayton, Ohio is subject to a slow death with 13% unemployment and recent plant closings of GM, Delphi, DHL and others in the manufacturing support and the local service economy.

Delphi contracted to pay me a 12 month salary until 12/31/2009; and I need this money to live on including medical insurance, to help me relocate to St Louis, and to get another job.

Please note in the second page the expectation that even CEO Steve Miller expressed about this contract in his note to me.

This contract which was initiated by Delphi while they were in bankruptcy included...

"...\$2000 which I may, at my discretion, use to help pay for the continuation of health care coverage through Delphi; provided, however, that, if I am eligible to retire with corporate contributions for health care in retirement at the time of my separation, I am not eligible for this \$2,000."

When I retired I had the corporate sponsored health care and so I did not receive this \$2K, but subsequently I lost 100% of my medical and insurance benefits on 4/1/2009. In addition rumors are that I will soon lose 50% of my current pension benefit while GM salary and union employees do not.

The separation pay was provided to me in this Separation Agreement contract as my compensation for 37 years and my abrupt termination at age 60; Delphi has a contract liability for this payment monthly until 12/31/2009. If the government approves Delphi's reorganization plan, the government and court can not ignore this same contract liability.

I have a valid / binding / legal contract and I expect it to be honored.

Sincerely and Respectfully,  
Robert Saviers



**From:** Miller, Steve (CEO)  
**Sent:** Thursday, November 27, 2008 8:43 AM  
**To:** Saviers, Bob  
**Subject:** RE: My early retirement SAP - Release Of Claims

Dear Bob:

First, I wish you the best in your retirement. Thank you for your 37 years of hard work.

You certainly earned a secure pension, and I can tell you that I continue to focus on protecting pension benefits for all of our retirees. This is increasingly challenging given our turbulent business and economic environment so, unfortunately, I can't make absolute long-term assurances regarding the pension fund. Nonetheless, preserving the pension plans has up to now remained a core part of our intended plan of reorganization.

Regarding the release required for separation pay, it is my understanding that vested pension benefits are not affected by signing the release. Similarly situated retirees receive their vested pension benefits whether or not they sign the release. I can't give you legal advice on this point, so you may want to confirm this with your lawyer, but I know that Delphi does not use the release to eliminate vested benefits. By the way, a side letter to your personnel file would not modify the release language. Our corporate team can address this locally.

I hope I've been responsive to your questions. Again, best wishes in retirement. And I hope you are enjoying this thanksgiving day with family, as I am.

Steve